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Title: **Fredonia Central School District and Fredonia Salaried Support Staff Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), National Education Association (NEA), AFL-CIO (2005)**

Employer Name: **Fredonia Central School District**

Union: **Fredonia Salaried Support Staff Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), National Education Association (NEA), AFL-CIO**

Local:

Effective Date: **07/01/2005**

Expiration Date: **06/30/2009**

PERB ID Number: **8645**

Unit Size: **53**

Number of Pages: **30**

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GEN/8645

**FREDONIA CENTRAL SCHOOL DISTRICT
MUTUAL AGREEMENTS**

**RESULTING FROM DISCUSSIONS BETWEEN
THE
SUPERINTENDENT OF SCHOOLS
AND
THE SALARIED SUPPORT STAFF ASSOCIATION**

July 1, 2005 through June 30, 2009

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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I. PREFACE

A. Recognition

The Fredonia Central School District affirms its recognition of the Salaried Support Staff Association as the exclusive negotiating agent for all regular part-time and full time employees in the following positions as employed by the Fredonia Central School District, excluding all managerial employees, all confidential employees, the supervisor employees (Cafeteria Supervisor, Director of Maintenance, District Nurse and Head Custodian), all substitute employees and all other employees. Such recognition shall extend continuously for the maximum period as provided by law. The Board of Education agrees to negotiate solely with said Association for the duration of this Agreement:

Account Clerk
Attendance Clerk
Audio Visual Aide
Building Maintenance Mechanic
Cleaner
Clerk II
Custodian
Groundskeeper
Guidance Aide
Home/School Coordinator
Learn and Serve Coordinator
Library Page
Mechanic I
Mechanic II
Micro Computer Technology Coordinator
Micro Computer Technical Assistant
Occupational Therapist Assistant
Occupational Therapist
Office Assistant
Offset Machine Operator
Payroll Clerk
Press Operator
Press Operator Aide
Printer
Registered Practical Nurse (RPN)
School Nurse Assistant
School Secretary
Senior Library Clerk
Teaching Assistant
Truck Driver
Typist II

The District and the Association agree that Positions created for a duration of three (3) months, or less will be considered temporary positions. The person filling a temporary position will not be considered a member of the bargaining unit represented by the Fredonia Salaried Support Staff Association.

The District and the Association agree that temporary employees and temporary positions will not be used to replace or reduce any position in the bargaining unit represented by the Fredonia Salaried Support Staff Association.

The District and the Association agree that an employee filling a position which lasts in excess of three (3) months will be considered a "regular part-time (or) full-time employee" under Article I, Section A. of the Agreement, so long as the position is a title, or includes unit work, covered by the Agreement.

B. Duration

This Agreement shall be effective as of July 1, 2005 and shall continue through June 30, 2009.

C. Opening Negotiations

The respective spokespersons for the District and the Association shall establish the procedures for the exchange of proposals. This exchange will take place by April 15, 2009.

D. Gender Use

Whenever used herein, the use of the masculine gender shall include the feminine gender and the use of the feminine gender shall include the masculine gender.

II. ASSOCIATION RIGHTS

A. Dues Deduction and Agency Fees

1. The Board of Education agrees to deduct from the salaries of unit bargaining members dues for the New York State United Teachers, American Federation of Teachers, AFL-CIO, and Fredonia Salaried Support Staff Association as said employees individually and voluntarily authorize the Board, in writing, to deduct and to transmit the monies to the Fredonia Salaried Support Staff Association.

2. The Board of Education shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Association the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association.

3. The Association will indemnify and hold the District harmless against any and all suits, claims and liabilities that shall arise out of or by reason of any action taken or not taken in complying with the Dues deduction or Agency Fee provisions of this Agreement.

B. Distribution

The Association will be allowed to utilize faculty bulletin boards to post information important and relevant to their members. The Association shall be permitted use of the intra-school mail system and bargaining unit member mailboxes to communicate with their members. The Association will be provided a current seniority list by November 1 of each year.

C. Association Days

Association Days shall be provided for Association officers to attend to Association business at the sole discretion of the Superintendent. The President of the Association shall request of the Superintendent the specific days needed, the reasons for the days and the name(s) of the Association officers using the days, with not less than five (5) work days notice.

D. Openings

Written notice of unit vacancies and newly created unit positions shall be given to the President of the Association a minimum of seven (7) days prior to the deadline for applications. A unit member whose qualifications equal or exceed those of other applicants, in the judgment of the Superintendent, shall be given preference over all outside applicants. Should the qualifications of two (2) or more unit members equal or exceed the qualifications of other applicants, in the judgment of the Superintendent, preference shall be given by seniority. This section does not apply to competitive class appointments.

E. Job Descriptions

The Association will be provided with a copy of each job description as provided to the Chautauqua County Civil Service Commission (CCCSC). Any changes will be provided after approval by the CCCSC. No employee may refuse to perform any requested function on account of the District's failure to provide such job description of approved change.

F. School-To-Work Intern Program

The Association agrees to participate with the District in the Summer Youth Employment and Training Program and the Chautauqua County School-to-Work Intern Program (to include BOCES) ("Program"). The District recognizes that the Program participants will be performing unit work. The District recognizes that the Association does not waive any right to exclusivity over the unit work performed by Program participants. Specific working conditions and job duties for program participants will be mutually agreed upon in advance by the District and the Association. The Association must sign off working conditions and job assignments

for each position in the Program. The parties agree that no unit member will suffer a reduction in hours or contractual benefits as a result of District participation in the Program. Union concerns and disagreements which arise regarding program participants will be subject to immediate discussion between the District's representatives and the Association's representatives. If there is no resolution, the position in question will be withdrawn from the program. No additional responsibilities shall be placed on any member of the bargaining unit as a result of District participation in the Program, except as agreed by the Association. Unit members will have no supervisory responsibilities over Program participants, except as agreed by the Association.

G. Interviews

Bargaining unit members, chosen by the Executive Board, shall be given the opportunity to serve on the preliminary interview teams for bargaining unit positions, except the final interview conducted by the Superintendent, as long as this opportunity does not hinder nor impede the hiring procedures set forth by the District. This clause shall not be subject to the grievance process set forth in the contract.

H. Benefit Trust Deductions

The District shall check off and remit payments to NYSUT Member Benefits upon submission of a signed authorization to the Business Office from any member of the bargaining unit. Such check-off may be discontinued upon signed authorization from the employee to the Business Office. The employer shall remit to NYSUT Member Benefits the payment deducted and shall furnish the Trust with a list of all employees and the check-off amount the employee has authorized.

III. GRIEVANCE PROCEDURES

A. Declaration of Policy

In order to encourage a cooperative relationship among salaried support staff ("staff"), administrators and members of the Board of Education of the Fredonia Central School District, it is hereby declared that these procedures are designated to provide means for the prompt, fair, orderly settlement of differences, and to ensure equitable and proper treatment of staff pursuant to established rules, regulations and policies of the District. The provisions of these procedures shall be construed liberally for the accomplishment of this purpose.

B. Definitions

1. Staff shall mean any person in the bargaining unit covered by this agreement.
2. Administrator shall mean any managerial or supervisory employee responsible for or exercising any degree of supervision or authority over staff.

- a. Superintendent shall mean the Superintendent of Schools or his designee.
- b. Immediate Supervisor shall mean the administrator or supervisor. to whom the staff is directly responsible (supervisor, administrator or superin-tendent).
3. Representative shall mean the person designated by the aggrieved staff as his counsel or to act on his behalf. Regardless of this designee, a duly-authorized member of the Salaried Support Staff Association must be involved in all stages of the grievance.
4. Grievance shall mean any claimed violation, misinterpretation or inequitable application of any existing laws, rules, regulations or policies which relate to or involve the staff in the exercise of the duties assigned to him. A grievance may proceed to arbitration, if and only if it is an alleged violation of this Agreement and must involve any dispute with respect to its meaning or application.
5. Aggrieved Party shall mean the individual staff member or group of individual staff members who submit a grievance and on whose behalf the grievance is submitted by the Association.
6. Days are defined as business days, exclusive of Saturdays, Sundays and legal holidays.

C. Basic Principals

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible (informal) stage is the goal of the Association and the Superintendent.
2. An individual staff member shall have the right to present grievances in accordance with procedures, free from coercion, interference, discrimination or reprisal.
3. The aggrieved shall have the right to be represented at any step of this grievance procedure by a duly-authorized representative of the Salaried Support Staff Association.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. All hearings shall be confidential.
6. It shall be the responsibility of the Superintendent of the District to take such steps as may be necessary to give force and effect to these procedures. Each supervisor or administrator shall have the responsibility to consider promptly each grievance presented to him and make a determination within the time specified in these procedures.

7. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies which relate to or affect the staff in the performance of his assignment. They are not designed to be used for changing such rules or establishing new ones.
8. The time limits set forth in the procedures herein shall be strictly adhered to by all parties unless waived by written mutual consent at the appropriate stage. Consent to an extension of time limits shall not be unreasonably withheld.

D. Election of Forum

1. If a grievance is submitted to arbitration, such submission shall constitute an election of forum by the grievant and by the Association and constitutes a waiver and a bar to any and all rights the grievant or the Association has or may have to submit the subject matter of the grievance for resolution or review to any judicial or other administrative forum.
2. If an employee and/or the Association submits an issue to any judicial or administrative forum for resolution and review of an issue which might also constitute an alleged violation of the agreement, then both the employee and the Association waive their right to submit said issue to arbitration.

E. Procedures

1. Informal Stage

- a. The aggrieved individual staff member shall present orally his grievance within twenty (20) days of the time the individual staff member knew or should have known of the alleged grievable incident to his immediate supervisor who shall informally discuss the grievance with the aggrieved individual staff member.
- b. The immediate supervisor shall render his determination to the aggrieved individual staff member within seven (7) days after the grievance has been presented to him. If such grievance is not satisfactorily resolved at this stage, the aggrieved individual staff member may proceed to the formal stage(s).

2. Formal Stage

- a. Within five (5) days after a determination has been made at the preceding stage of the grievance, the aggrieved party, with the Association, shall present a written statement of the grievance to the Superintendent for resolution.
- b. Upon receipt of the written statement of the grievance, the Superintendent shall notify all parties concerned of the time and place when a meeting will be held where such parties may appear and present oral and written statements supplementing their positions on the case. Such hearing shall be held within five (5) days of receipt of the formal written grievance.

- c. The Superintendent shall render his determination within ten (10) days of said hearing. If the grievance is not satisfactorily resolved at this stage, the alleged grievance may proceed to the Board stage.

3. Board Stage

- a. The Association may, within seven (7) days of the final determination of the Superintendent, make a written request to the Board of Education for review and determination of the alleged grievance.
- b. The Board of Education will hold a meeting to obtain further information regarding the case within ten (10) days after receiving the request for review.
- c. The Board of Education shall render a final decision within thirty (30) days after receiving the request for review.

4. Arbitration Stage

- a. If there is not resolution and the Association determines that the grievance is meritorious, the Association may submit the grievance to arbitration within ten (10) days of the Board's decision. The arbitrator shall have no power or authority to add to, or subtract from, or modify any terms of this Agreement, or to make any decision which requires the commission of an act prohibited by law or which violates this Agreement. The arbitrator's decision shall be final and binding upon the parties.
- b. The American Arbitration Association will be notified and requested to submit a panel of at least ten (10) names to each of the parties, who will return the list with all names which are unacceptable to it crossed off, and the remaining names numbered in order of the parties' preference.

In the event that the parties fail to agree on an arbitrator from the first panel, the parties agree to request a second panel from the American Arbitration Association which shall be treated in the same manner as the first panel. Both parties must agree on a name from the second panel and both parties shall be bound by the regulations of the American Arbitration Association.

- c. The cost of the arbitrator will be borne equally by the Board of Education and the Association. Cost of stenographic record and/or witness shall be borne by the party requesting the same.

IV. DISCIPLINE/DISMISSAL

A. Civil Service Employees

- 1. The purpose of this section is to serve as a complete replacement for the procedures and substantive rights which are, or may be, afforded to unit members by Sections 75 and 76 of the New York State Civil Service Law,

including any amendment of, or replacement for, such sections. Therefore, unit members may not invoke, use, or rely upon any right which may be provided in either section of Law. The sole recourse which unit members shall have, with respect to any discipline, including dismissal, which they believe to be without just cause supported by substantial evidence, shall be to the Grievance Procedure set forth in this Agreement.

2. Unit members who have completed at least twelve (12) months of service with the District, (beginning with the first day of work and not counting any period of absence of five (5) or more consecutive unpaid work days) shall not be disciplined or dismissed except for just cause. The following are not "discipline" within the meaning of this paragraph:
 - a. ORAL: Warnings, reprimands, statements, or evaluation, adverse to the unit member.
 - b. WRITTEN: Warnings, (as distinct from reprimands) statements, or evaluations adverse to the employee.
 - c. DENIAL OF PAY OR LEAVE CREDIT: Unless such denial is set forth in a statement of discipline as provided below.
3. When discipline, including dismissal, is to be imposed on a unit member, a written statement must be issued which clearly describes the impending discipline along with a brief statement of the reasons therefore. Copies of this statement of discipline must be given to the unit member, the Association and the Superintendent.
4. If suspension of ten (10) days or less is imposed the unit member shall have the right to grieve under the section.
5. If either dismissal or a suspension without pay of more than ten (10) days is to be imposed, the written statement of discipline must include notice of a grievance meeting, to be held before the Superintendent or his designee. The hearing will be scheduled on a date not later than the fifth (5th) work day after the statement is given to the unit member. The hearing will be held only if the unit member does, in fact, submit a grievance, prior to the scheduled hearing, claiming a violation of this Agreement section.
6. Unit members who are to be formally reprimanded or otherwise disciplined, shall be entitled to have an Association representative present, if so requested, and such reprimand or discipline shall be administered in private.
7. The standard of proof shall be the same as the standard of proof for Section 75 of the New York State Civil Service Law.

B. Certified Employees

1. If the District seeks to impose a form of discipline set forth in Section 3020A of the Education Law upon a tenured teaching assistant covered by this Agreement, the following procedures shall apply:
 - a. The employee shall be served with written notice of the charge(s) against him/her;
 - b. Not later than the tenth (10th) day after the day on which the employee receives the charge(s), the employee shall elect in writing, on a form or forms provided by the District, one of the three following options for the disposition of the charges:
 - i.) A hearing pursuant to the Education Law; or
 - ii.) Procedures pursuant to the arbitration provision set forth in Section 4. Arbitration Stage of the GRIEVANCE PROCEDURES of this Agreement; or
 - iii.) Waiver of Education Law and arbitration procedures and determination of the matter by the Board of Education.
 - c. The election of one of these three options shall constitute a waiver of all rights to any hearing or procedure not elected. Failure to return the election forms to the District within the specified time shall constitute a waiver by the employee of all rights to any hearing or procedure, in which event the charge(s) shall be determined by the Board of Education.
 - d. Suspension pending disposition of the charge(s) in "1.b.i." or "1.b.ii." above shall be with pay for six (6) months and thereafter with health insurance benefits in accordance with the terms set forth in the Agreement. The arbitrator or hearing officer may restore salary if deemed appropriate.

V. INSURANCE

A. The District will provide health insurance as follows:

1. The Chautauqua County School Districts' Medical Health Plan Health Insurance with major medical \$200/\$400 deductible and a Pre-Care rider.
 - a) New unit members hired after July 1, 2005, shall receive HMO coverage from the Chautauqua County School Districts Medical Plan during the first five years of employment with the District. Thereafter the employee may opt to move to the Chautauqua County School Districts' Medical Health Plan with major medical \$200/\$400 deductible and a Pre Care rider, at his/her option. The employee contribution shall be 15% of the total plan premium and the District contribution will be 85% of the total plan premium.

- b) New unit members who wish to enroll in the aforementioned Chautauqua County Plan may do so at anytime during the first five years and thereafter, by paying the full District cost of the difference in policies' premiums.
- c) Should an individual be hired from a district within the Chautauqua Self Funded Plan, and already be enrolled in the Traditional Plan, they will be allowed to maintain their coverage in the Traditional Plan. The employee contribution shall be as provided by ARTICLE V. B. 1. of this Agreement.
- d) The parties agree to settle their differences concerning the introduction of a "passive PPO" as follows:
 - i.) The District guarantees that the introduction of the "PPO" network has not altered, modified or changed the benefits offered through the current medical Plan.
 - ii.) The District guarantees that the introduction of the "PPO" network has not altered, modified or changed the Plan participants' existing right to select providers. Whether Plan participants select providers who are in the "PPO" network or not, the Plan participants will continue to receive benefits which are no less than those provided prior to implementation of the "PPO" network.
 - iii.) The District and Association agree that this Settlement Agreement resolves this PPO issue without precedence or prejudice to either party.
- 2. Prescription Drug Plan with a \$10.00 brand name, \$5.00 generic co-pay under Chautauqua County School District's Medical Health Plan, or mutually agreeable alternative prescription plan costing no more than the above specified prescription plan.
- 3. Dental Insurance under the Chautauqua County School District's Medical Health Plan. (Same benefit as 1990-92 contract.)
- 4. Optical Insurance under the Chautauqua County School District's Medical Health Plan. (Same benefit as 1990-92 contract.)
- B. 1. The entire health insurance plan costs will be shared at ninety (90%) percent by the District and ten (10%) percent by the employee. For Employees hired after July 1, 2005, the entire health insurance plan costs will be shared at eighty-five (85%) percent by the District and fifteen (15%) percent by the employee.

2. The District shall provide to employees an IRS 125 "Flex Plan". The Flex Plan will include unreimbursed medical and dependent care accounts as well as an insurance premium account. The District shall pay all administrative costs. Any unexpended funds shall be retained by the District.
- C. A term life insurance policy, including accidental death and dismemberment coverage, will be provided for all members of the bargaining unit. in the amount of \$50,000.
- D. The amount of health insurance coverage in effect during the 1990-91 fiscal years will not be changed without the consent of the Salaried Support Staff Association.
- E. The paid health benefits (HMO Dental, Optical, Prescription) for part-time staff shall be 85% of the cost of the premium, times the actual full time equivalent (8.0 hours/day = 1.0 F.T.E.) of the employee, but the District will not pay health benefits for an employee working less than 0.5 F.T.E. (4.0 hours/day).
- F. Any employee retiring and receiving benefits under the Employee's Retirement System, or Teachers' Retirement System, after June 1, 1990 who has been employed by the Fredonia Central School District for 15 (fifteen) years or more will receive \$2,500 each year from the District towards all their Health Insurance Coverage including basic, optical, dental and prescription drugs until age 65.
- G. The District will provide to all members a First Unum long-term disability plan based upon a 90 day exclusion period, and paying sixty percent (60%) of salary (up to \$5,000 maximum) per month until age 65 - ADEA I.

VI. LEAVES

A. Absence

1. The Board of Education may grant a leave of absence without pay for a period of up to two (2) years to members of the staff, for such reasons as childbearing/child rearing.
2. The Board of Education may grant an unpaid personal leave of up to 6 (six) months. Leaves of absence may not be consecutive with other leave provisions of this contract. Applications for such leaves will be submitted in writing to the Superintendent at least two (2) months in advance of the date when the leave is to begin, unless exceptional circumstances are present.
3. Any grievance concerning an unpaid personal leave of up to 6 (six) months is specifically excluded from the arbitration provision of this contract.

B. Personal

Each employee shall be granted 3 days of personal leave for personal business. Such leave granted shall be in addition to sick leave, and the granting of such days may not be unreasonably withheld. Personal leave shall be granted in situations that require an individual's personal attention and cannot be accomplished in other than work time. Time will not be granted for recreational purposes, for second-front occupations or attendance at non-district sponsored conferences. Prior approval by the appropriate administrative supervisor, except in the case of emergencies, is required. Written requests will be submitted to the appropriate administrator for approval at least three (3) school days prior to the day needed. The administrator shall be guided by the concept that the nature of the circumstances must justify the absence. If a bargaining unit member has exhausted his/her personal leave days and an emergency arises, requests for extra personal days will be granted at the sole discretion of the Superintendent. Whenever a bargaining unit member is asked by the District to act as a chaperone, coach or advisor during his/her regular workday to supervise students at school-related events he/she shall be paid their regular rate of pay up to a maximum of three days. This time will not be deducted from their personal, sick or vacation day benefits. Athletic events will be considered per season. All personal day forms being sent through the inter-school mail system shall be placed in a sealed envelope to preserve the confidentiality of the unit member.

C. Sick

Each employee shall be granted sick leave days per year, accumulative to the number specified hereafter:

All ___ employees	if hired on 6/30/05, or before, will get sick days/year	if hired on 7/01/05, or after, will get sick days/year	accumulated to days.
12 months	12	12	245
11 months	12	11	209
10 months, 10 days	12	10.5	197
10 months	12	10	187

New employees for the first year of employment will have their sick days prorated at a rate of one sick day per month worked.

D. Sick Leave Bank

1. During service with the District, an employee shall have only one opportunity to become a member of the Bank. This opportunity shall take place within thirty (30) days from inception of agreement or from date of first eligibility. New members may join by contributing one (1) day of personal sick leave. The Bank

shall be established to aid employees who suffer prolonged illness and whose sick leave accumulations have been exhausted. An employee shall make his contributions by giving a signed written authorization to the District. At no time shall the number of days in the Bank exceed five hundred (500) days. The days in excess of five hundred (500) shall be held in reserve. When the number of days in the Bank falls below 500 days, the District will transfer from the reserve enough days to bring the balance back up to the level of 500. Notification of such transfer will be provided to the Association. No current member of the Bank will be required to make a contribution to the Bank until such time as the reserve is depleted. When the reserve is depleted, the District will again withhold from each member of the bank one of his yearly allotment of sick leave days on an irrevocable basis in September of each year until the balance of the Bank is again 500 days.

2. A member of the Bank with more than one (1) year of service to the District will be permitted to withdraw fully-paid days against the Bank for each separate and distinct illness after his own accumulation has been exhausted but only for personal illness of a prolonged nature, effective with the beginning of the 2005-2006 school year. A physician's statement of nature of illness may be requested by the administrative committee. A member of the Bank in the second year of employment in the District will be able to draw sixty (60) days, third year of employment – ninety (90) days, and after the third year of employment up to one hundred fifty (150) days. After one year of continuous sick leave associated with the same illness, an individual must apply for disability retirement and be refused before participating in the Sick Bank. Two (2) unit members, appointed yearly by the Executive Board of the Fredonia Central School Salaried Support Staff Association, and one administrator shall be responsible for administration of the Bank. The District shall be responsible for keeping an accurate record of the Bank's accumulation of days and making salary payments in accordance with normal District operation.
3. Upon retirement, an employee's accumulated sick leave credit for which the employee has not received payment shall automatically be credited into the Bank or held in reserve. This contribution will only take place once the reserve has reached a zero balance. At that time individuals will again be allowed to contribute as stated above. The Association will be notified of the reserve reaching a zero balance.

VII. MONETARY

A. Mileage Allowance

Mileage allowance for use of personal cars on official school business is set at exactly one-tenth (\$.001) cents less than the prevailing IRS rate.

B. Adjustment to the Schedule

NONE

C. Salary

1. All salaries shall be increased effective July 1 of each contract year on the July 1 Staff of Record as follows:

2005-06	2006-07	2007-08	2008-09
\$.50 /hour	3.85%	\$.54 /hour	3.85%
			2005-09
Account Clerk			\$ 9.32
Attendance Clerk			\$ 9.25
Audio Visual Aide			\$10.36
Building Maintenance Mechanic			\$ 9.82
Cleaner			\$ 8.73
Clerk II			\$ 8.73
Custodian			\$10.36
Groundskeeper			\$10.36
Guidance Aide			\$ 8.73
Home/School Coordinator			\$ 9.82
Learn & Serve Coord.			\$16.36
Library Page			\$ 8.73
Mechanic I			\$ 9.82
Mechanic II			\$10.91
Micro Tech Coordinator			\$16.36
Micro Computer Technical Assistant			\$13.09
Occupational Therapist Assistant			\$16.36
Occupational Therapist			\$24.00
Office Assistant			\$ 8.73
Offset Machine Operator			\$ 9.82
Payroll Clerk			\$ 9.82
Press Operator			\$ 8.73
Press Operator Aide			\$ 8.73
Printer			\$ 9.82
Registered Practical Nurse (RPN)			\$17.80
School Nurse Assistant			\$12.38
School Secretary			\$10.25
Senior Library Clerk			\$ 9.05
Teaching Assistant			\$10.25
Truck Driver			\$ 9.82
Typist II			\$ 9.32

***Bargaining unit members hired prior to July 1, 2005 and earning less than the above hourly rates shall have their hourly rates increased to reflect the above wages.

2. Newly appointed staff will be paid according to the following starting rates:

- D. Upon completion of the tenth year of continuous service, the unit member shall receive each year eighteen dollars (\$18.00) for each year of service (continuous service to be defined as per civil service regulations).

Unit members eligible for longevity increments shall be paid in a lump sum in a separate check on the last pay day of June. Unit members must be on the official payroll the last working day of June, except that when a unit member leaves service prior to the last working day in June, his longevity increment shall be pro-rated by full months worked.

- E. Supervisory Differential

The District and the Association agree that all bargaining unit members who are assigned supervisory duties or who move into a different job title with different duties on a temporary basis (3 consecutive days or more) shall be paid retroactively the starting rate for that position. If the unit members' pay is equal to or higher than the starting rate, the unit member will be paid a differential of one dollar (\$1.00) per hour for the duration of the assignment.

VIII. WORK YEAR

- A. Bargaining unit members shall work the following number of annual days, based upon their appointment letter, as assigned by the District, as follows:

Employees appointed as...employees. shall workannual days,

Twelve-month	245
Eleven-month	209
Ten-month, ten day	197
Ten-month	187

The work year for employees will be from July 1 to June 30 and the District will assign the particular days of work. In the event that annual workdays are increased, the District shall notify the Association to negotiate the impact of such change.

IX. VACATION & HOLIDAYS

- A. 1. Twelve (12) month employees shall be provided the following paid vacation periods. Vacation days will be credited at the beginning of each fiscal year on July 1.

Years Completed	Vacation Days Earned
1	10 days or less
2-7	10
8-15	15
16-25	20
26+	25

2. Years of service for the purpose of vacation will be determined as follows:
3. Personnel appointed before April 1 of any school year (July 1-June 30) will earn one paid vacation day, up to 10 days, for each full month worked prior to the following July 1. July 1 will be the start of their second year of service.
4. Personnel appointed on or after April 1 of any school year will earn one paid vacation day, up to 3 days, for each full month worked prior to the following July 1. July 1 will be the start of their first year of service.
5. Vacation days are to be taken by June 30 in the school year following the year in which they are earned. Unit members who qualify for vacation benefits under the contract will not be permitted to borrow vacation days from any future fiscal year (July 1 - June 30) for use in advance of that year. Unit members who qualify for vacation benefits under the contract will have the right to carry over a maximum of five (5) unused vacation days from one fiscal year into the following fiscal year during which the days must be used or forfeited. The Superintendent, at his sole discretion, may grant additional days prior to or during the first year, not to exceed one day for each two months of employment.
6. Vacation requests must be made at least two weeks in advance (except in an emergency situation deemed by the supervisor) of the date(s) desired. If the above criteria is not followed, supervisors can deny said requested vacation days. Requests are approved by the employee's immediate administrator.
7. Vacations during certain time periods that are detrimental to the educational process will not be permitted. The recommended time periods for vacations are:

Department	Recommended Vacation Periods
Secretarial, custodial, maintenance personnel	When school is not in session
Business Office personnel	July 1 through April 30
Audio-visual and printing personnel	Summer vacation period

- B. Twelve month employees will receive the following paid holidays:

Independence Day
Labor Day
Columbus Day
Veterans Day

Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

(If Christmas Eve and/or Christmas Day fall on a weekend, these holidays will be scheduled for workdays either immediately before or immediately after the weekend when school is not in session.)

New Years Eve
New Years Day

(If New Years Eve and/or New Years Day fall on a weekend, these holidays will be scheduled for workdays either immediately before or immediately after the weekend when school is not in session.)

Martin Luther King Day
Presidents Day
Good Friday
Day after Easter
Memorial Day

C. Ten and eleven month employees shall receive the following paid holidays:

2005-2006

Thanksgiving Day
Christmas Eve Day
Christmas Day
New Years Day
Martin Luther King Day
Memorial Day
President's Day

2006-07, 2007-08, 2008-09

Veteran's Day
Thanksgiving Day
Christmas Eve Day
Christmas Day
New Years Day
Martin Luther King Day
Memorial Day
President's Day

X. RETIREMENT

A. The Fredonia Central School District agrees to make a non-elective employer contribution in the amount of 35% of the total earnings (includes all regular salaries received by the employee from the District; this does not include coaching or co-curricular salaries) of the employee the year he retires to a 403(b) program able to accept such amounts, subject to the contribution limits as outlined in the Internal Revenue Code. This non-elective employer contribution is available to all employees who meet the age and service requirements as defined by New York State Teachers' and Employees Retirement System and the stipulations outlined below. The employer shall make up to the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended.

B. No Cash Option. No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

C The New York State Employee Retirement System, including sections 75-I and 41-J will be provided for all unit members eligible for coverage thereunder.

D. A retirement stipend is available to any unit member who retires the July 1 immediately preceding or following his/her 55 birthday and who has ten (10) years or more of continuous service in the District, or if the unit member is not eligible to retire with full benefits at that time, he/she may still receive the incentive provided he/she retires the July 1st immediately preceding or following the first year he is able to retire with full benefits under the TRS or ERS. In no case shall any current employee have any benefits reduced as a result of the implementation of this language.

If a unit member does not opt for the retirement stipend the July 1 immediately preceding or following his eligibility date, he shall forfeit any and all right to said benefit.

To receive the benefit, the unit member must submit a non-rescindable letter of retirement resignation to the Superintendent by January 31, such retirement to be effective July 1 of the same year.

E. The retirement incentive stipend shall be 35% of the then current annual salary for the unit member (including regular contract hours times hourly wage, excluding overtime and/or longevity pay).

The Superintendent of Schools shall have sole discretion to waive window period guidelines, which shall be non-precedent setting and not subject to the grievance procedure contained herein.

F. Contribution Limitations: In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account(s), the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

1. For all members in the New York State Teachers' Retirement System ("TRS") or New York State Employee's System ("ERS") with a membership date before June 17, 1971¹, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* is fully met through payment of the Employer's Non-elective Contribution; and
 2. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.
- G. The retirement incentive will be remitted by the District as soon as administratively possible commencing with the year of retirement, subject to the requirements described above.
- H. 403(b) Accounts: Employer contributions shall be deposited into the 403(b) account provided by the collective bargaining agreement to receive Employer contributions, provided such account will accept Employer Non-elective Contributions into the endorsed 403(b) program (ING)

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¹ **Explanation for TRS Categories:** Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (*i.e.* all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those member.

- I. Tier I Adjustments: Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
- J. This provision shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the parties.
- K. This provision shall further be subject to the approval of the 403(b) Provider, which shall review the provision solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
- L. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-elective Contributions and the amount of the participant's Includible Compensation.

¹ **Explanation for TRS Categories:** Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415. The final average salary of all other members of the TRS (*i.e.* all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those member.

M. Extended Service Waiver Program of the Retirement Stipend

Any employee currently on an extended service waiver or otherwise eligible for this stipend wishing to remain working an additional year and receive the benefits of this Retirement Stipend after the period of eligibility must request a waiver.

The employee seeking a waiver must discuss confidentially the probability of receiving a waiver with the Superintendent prior to application.

Any eligible employee seeking a waiver must apply between December 1 and December 15 of the school year prior to the school year for which a waiver is requested by submitting a request to the Superintendent on the approved District form. The waiver will be granted or denied within ten (10) calendar days of receipt.

The granting of a waiver shall be at the sole discretion of the Superintendent.

All actions pertaining to waivers will be non-precedent-setting, shall not be used by either party in any administrative forum and are not subject to the grievance procedure.

Should an employee not apply for a waiver or a waiver not be granted, the employee shall be eligible to receive the Retirement Stipend only if he meets the notification dates of Article X.

XI. COURSE WORK

A. Members of the bargaining unit may request to participate in the in-service workshops, program/curriculum development, summer curriculum planning, and/or other training opportunities provided by the Fredonia Central School District at times other than the employee's regular hours at a rate of \$12.00 per hour or their current hourly rate of pay whichever is higher. Members whose regular hours of work are scheduled during the hours of a workshop, who are approved to participate, will be released from regular duties during the hours of the workshop, and will receive their regular rate of pay.

B. Unit members may apply for additional job related training which is related to their duties. If the Superintendent approves such training, the member shall receive his/her regular rate of pay for training which takes place during his/her regular working hours. The District shall also reimburse all reasonable expenses, including but not limited to fees, materials, mileage, and meals for approved training. Voluntary Summer Curriculum Planning time will be available for all Teacher Assistants at a rate of \$120.00 per day paid at a maximum of three days.

XII. LABOR-MANAGEMENT COMMITTEE

A labor-management committee shall consist of two representatives of management chosen by the Superintendent, and two members of the Association chosen by the Association President. This committee shall meet at least twice each year. All meetings shall be after the unit members' work hours or uncompensated. Dates, times and agenda shall be set by mutual agreement. The purpose of the committee shall be to discuss issues of concern to either party in an effort to improve communications and prevent problems.

XIII. EVALUATION

A. The Board of Education believes the performance of the support staff has a direct impact on the educational programs and environment of the Fredonia Central School District. To ensure quality performance and promote individual growth the members of the bargaining unit will be evaluated.

- B. Each unit member will be evaluated at least once per year. Evaluations shall be conducted by supervisory personnel in direct line of supervision of the employee being evaluated.
- C. The purpose of the evaluation program is to encourage two-way communication, identify individual strengths and weaknesses, assist performance, and promote self-motivated improvement. The evaluation will include an assessment of relevant behavioral characteristics and the degree of competence with which each unit member performs his/her specific duties and responsibilities. The evaluation of each unit member shall state in writing his/her strengths and weaknesses. Any criticism of the employee's performance shall be accompanied by a suggested course of action to remedy the deficiency.
- D. The evaluation forms will be provided to the Association.
- E. Any written documents that are part of the annual evaluation program must be discussed between the employee and the evaluator. The employee shall have at least 24 hours notice prior to such meeting. The meeting will be conducted during the employee's regular working hours. The employee will be provided a written copy of the evaluation which shall be signed by the employee. The signature shall indicate that the employee has seen the evaluation, and not that the employee necessarily agrees with the evaluation. The employee may append a written response to the evaluation, to be included in the employee's personnel file.

XIV. HEALTH AND SAFETY COMMITTEE

- A. The Association shall be represented on the District-wide Health & Safety Committee by three (3) representatives designated annually by the President of the Association.
- B. Any alleged hazardous working condition shall be put in writing and submitted to the District. The District will investigate and respond in writing to the employee who submitted the allegation within twenty (20) business days. The District shall retain all rights and responsibilities for the determination of what action, if any, shall be taken to address any alleged hazardous working condition.

XV. PERSONNEL FILE

- A. The District will maintain one, and only one, official personnel file which shall be the employment record of each employee. The employee will be provided a copy of any additions to this file and shall be given an opportunity to make written comments concerning such material within five (5) business days of receipt of such material. If the option for such written response is exercised by the staff, then such written response will be added to, and become a part of the official personnel file.

- B. Any pre-employment information, carrying recommendations, are considered to be CONFIDENTIAL to the District and are not subject to review by the employee or open to the provision stated above.

XVI. REDUCTION IN FORCE AND SENIORITY

- A. Reduction in force for all competitive staff shall be in accordance with Civil Service rules, regulations and law.
- B. Reduction in force for all non-competitive/labor class staff shall be as follows:
1. All such staff shall acquire seniority for the purpose of layoff and recall from the date of Board appointment.
 2. For the purpose of layoff and recall, seniority is defined as continuous service within a job title.
 3. Substitute employees do not acquire seniority and will not be counted towards seniority.
 4. Should a reduction in force occur, layoff shall be by seniority within job title. Recall shall be in inverse order of layoff. Recall rights shall be limited to two years from the day of layoff.
 5. Recall shall be made in accordance with the principle that the most recent person laid off shall be the first person recalled within his job category.
 - a) Employees on layoff shall be notified of any vacancies in the bargaining unit and may bid on such vacancies.
 - b) Such employees shall be recalled in order of seniority to any vacant position where they had previously worked as permanent employees.
 - c) In the event two (2) or more employees have the same starting employment date, their seniority will be determined by lot.
 - d) An employee may refuse recall to a lower-paying job.
 - e) A period of layoff shall not be considered a break in employment continuity; but, laid-off employees shall not accrue any new benefits during the period of layoff. Upon recall, all accumulated benefits accrued prior to layoff shall be restored to the employee at the level attained prior to layoff.

- f) Teaching Assistants have the same rights as Teachers under New York State Education Law pertaining to Layoff and recall.
- g) Laid off employees will have all insurance benefits paid by the District as per Article V for sixty days following the date of layoff.

XVII. OVERTIME

For scheduled events that are approved by the District and held beyond the time that bargaining unit members are typically on duty, the District shall give bargaining unit members a 48-hour notice that overtime is being requested whenever possible. The Association realizes the importance of accepting overtime to the overall operation of the District, the Association agrees to encourage bargaining unit members to accept such overtime and the Association understands that if overtime is not accepted by members of the bargaining unit that the District has the right to seek substitute employees to work these extra hours. The District, on the other hand, realizes that acceptance of overtime offered shall not be a requirement of employment for bargaining unit members. When a unit member is called back to work after having left the school grounds, he/she will be guaranteed two hours pay. No unit member shall work any overtime unless expressly authorized by the unit member's immediate supervisor, business administrator or the Superintendent.

XVIII. EMERGENCY CLOSINGS

In the event of a school closing announced prior to the opening for the school day, all unit members responsible for snow removal shall report for their regular shifts. All other twelve (12) month unit members scheduled to report prior to 12:00 noon may report up to one (1) hour later than their regular shift time with no loss of pay and the unit members shall not have to make up that time. Unit members scheduled to report subsequent to 12:00 noon shall report at their regularly scheduled time.

XIX. MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this agreement, all of the authority, rights and responsibilities possessed by the District are retained by it, including, but not limited to, the right to determine the facilities, methods, means and number of personnel required for conduct of District programs; to administer the personnel operations of the District, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of unit members pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or re-classify and to allocate or re-allocate new or existing positions in accordance with the law and provisions of the agreement.

XX. STATUTORY CLAUSE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE BODY HAS GIVEN APPROVAL.

XXI. SAVINGS CLAUSE

If any provision of this Agreement or application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

XXII. EFFECT OF AGREEMENT

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

XXIII. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents to be hereunto affirmed and attested by their representative clerk or secretary, this 4 day of November, 2005.

SALARIED SUPPORT STAFF ASSOCIATION

SUPERINTENDENT OF SCHOOLS

By: James M. Parink

By: Paul J. A. Long

